

Lansing

Teamsters #238 (Mixed)

7/1/2006 6/30/2009

LANSING / TEAMSTERS #238(MIXED)

06-09

AGREEMENT

BETWEEN

THE CITY OF LANSING

AND

CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 238, AFFILIATED WITH  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

DATED

JULY 1, 2006

TO

JUNE 30, 2009

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CITY OF LANSING, IOWA

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## AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO by and between the City of Lansing, hereinafter referred to as the "Employer", and Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with International Brotherhood of Teamsters, hereinafter referred to as the "Union" or its successors.

### ARTICLE 1 PURPOSE

#### Section 1.1

The purpose of the City of Lansing and the Union in entering into this Agreement is to set forth proper standards of wages, hours, working conditions and other conditions of employment so as to promote the efficiency of operations; the morale and security of employees covered by this Agreement; and harmonious relations, giving recognition to the legal rights and responsibilities of the City, the Union and the employees.

### ARTICLE 2 RECOGNITION

#### Section 2.1

The City agrees to and acknowledges that the Union is the exclusive bargaining representative as set out in PER Board Case #3003 for those employees as listed: Included: All full-time and part-time employees employed by the Employer including police and public works department (street, parks and water). Excluded: All elected officials, Superintendent of Public Works, contracted wastewater operator, confidential secretary and others as defined by the Public Employment Relations Act.

### ARTICLE 3 MANAGEMENT RIGHTS

#### Section 3.1

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively and without limitation to the Employer, to-wit:

- a) the right to manage the Employer's operations and to direct the working force;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;

provided, however, that these rights will not be used for the

purpose of discriminating against any employee because of his membership or nonmembership in the Union.

ARTICLE 4  
UNION RIGHTS AND RESPONSIBILITIES

Section 4.1

The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen goodwill between and among the City and its employees, the Union and the public.

Section 4.2

The Employer will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination by the Employer because of membership or nonmembership in the Union.

Section 4.3

For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises during working time. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

ARTICLE 5  
CHECKOFF

Section 5.1

The Employer agrees to deduct from the pay of employees who are Union members covered by this Agreement dues of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written

authorization by the employee, the same is to be furnished in the form required.

Section 5.2

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union or to such other organization as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of State or Federal law. No deduction will be made which is prohibited by applicable law.

Section 5.3

The Employer shall make deductions for Credit Union provided the employee has provided proper written authorization.

Section 5.4

The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, judgments and any and all liability whatsoever including all costs brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or by reason of action taken in reliance on individually authorized forms furnished to the Employer by the Union.

ARTICLE 6  
UNION REPRESENTATIVES

Section 6.1

Authorized agents of the Union shall have access to the City employees during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, providing, however, that there is no interruption of the City's working schedule.

Section 6.2

No employee shall be discharged by the City because of serving on committees of the Union or as a delegate to labor conventions. If any employee is chosen by the Union as a delegate to a labor convention or on a Union committee, the Union shall give the City at least twenty-four (24) hours notice. Not more than one (1) employee may serve as a delegate or committee person without pay at one time without permission from the City.

ARTICLE 7  
STEWARDS

Section 7.1

The City recognizes the right of the Union to designate job

stewards and alternates from the City's seniority list. Stewards shall be paid for all time spent performing their duties as stewards, providing those duties are performed during normal working hours.

#### Section 7.2

The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- a) The investigation and presentation of grievances with the City or the designated City representative in accordance with the provisions of the Collective Bargaining Agreement.
- b) The collection of dues when authorized by appropriate Local Union action.
- c) The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information:
  - 1) have been reduced to writing; or
  - 2) if not reduced to writing, are of a routine nature and do not involve work stoppages or slowdowns.

#### Section 7.3

Job stewards and alternates have no authority to take strike action or any other action interrupting the City's business, except as authorized by official action of the Union.

#### Section 7.4

The City recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The City in so recognizing such limitations shall have the authority to impose proper discipline in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.



ARTICLE 8

WAGES

July 1, 2006 to June 30, 2007

CLASSIFICATION	STARTING	AFTER 1 YEAR	AFTER 3 YEARS
Police Officer (Part-time or Full-Time)			
Certified Officer	\$13.88	\$14.47	\$14.76
Non-Certified Officer	\$11.79		
General Public Works	\$10.62	\$11.96	\$13.88
Public Works (Seasonal)	\$10.62	\$11.96	\$12.25
Public Works Wastewater/Water Operator	\$12.91	\$14.25	\$14.54

Longevity Pay:

All employees covered by this Agreement shall be paid in addition to their base or normal hourly pay rate, longevity pay as follows:

Years	Amount
15 years and over	\$.35/per hour

(\*An employee in the Public Works Department who is a wastewater/water operator who obtains a State certification in either water or wastewater will be entitled to additional hourly compensation on the following basis: An additional \$.50 per hour for each Grade received up to a maximum of \$1.50 per hour.)

(An employee's pay level pursuant to each classification shall be determined by reference to that employee's anniversary date.)

Wage Administration

All new employees may be hired at a starting rate of pay for his/her job classification as set out in this Article or in an amount not to exceed the rate of pay established for a one year employee in that classification at the discretion of the City based upon prior experience and qualifications.

WAGES

July 1, 2007 to June 30, 2008

CLASSIFICATION	STARTING	AFTER 1 YEAR	AFTER 3 YEARS
Police Officer (Part-time or Full-Time)			
Certified Officer	\$14.37	\$14.98	\$15.28
Non-Certified Officer	\$12.20		
General Public Works	\$11.00	\$12.38	\$14.37
Public Works (Seasonal)	\$11.00	\$12.38	\$12.68
Public Works Wastewater/Water Operator	\$13.37	\$14.75	\$15.05

Longevity Pay:

All employees covered by this Agreement shall be paid in addition to their base or normal hourly pay rate, longevity pay as follows:

Years	Amount
15 years and over	\$.35/per hour

(\*An employee in the Public Works Department who is a wastewater/water operator who obtains a State certification in either water or wastewater will be entitled to additional hourly compensation on the following basis: An additional \$.50 per hour for each Grade received up to a maximum of \$1.50 per hour.)

(An employee's pay level pursuant to each classification shall be determined by reference to that employee's anniversary date.)

Wage Administration

All new employees may be hired at a starting rate of pay for his/her job classification as set out in this Article or in an amount not to exceed the rate of pay established for a one year employee in that classification at the discretion of the City based upon prior experience and qualifications.

WAGES

July 1, 2008 to June 30, 2009

CLASSIFICATION	STARTING	AFTER 1 YEAR	AFTER 3 YEARS
Police Officer (Part-time or Full-Time)			
Certified Officer	\$14.91	\$15.55	\$15.86
Non-Certified Officer	\$12.66		
General Public Works	\$11.42	\$12.85	\$14.91
Public Works (Seasonal)	\$11.42	\$12.85	\$13.16
Public Works Wastewater/Water Operator	\$13.88	\$15.31	\$15.62

Longevity Pay:

All employees covered by this Agreement shall be paid in addition to their base or normal hourly pay rate, longevity pay as follows:

Years	Amount
15 years and over	\$.35/per hour

(\*An employee in the Public Works Department who is a wastewater/water operator who obtains a State certification in either water or wastewater will be entitled to additional hourly compensation on the following basis: An additional \$.50 per hour for each Grade received up to a maximum of \$1.50 per hour.)

(An employee's pay level pursuant to each classification shall be determined by reference to that employee's anniversary date.)

Wage Administration

All new employees may be hired at a starting rate of pay for his/her job classification as set out in this Article or in an amount not to exceed the rate of pay established for a one year employee in that classification at the discretion of the City based upon prior experience and qualifications.

ARTICLE 9  
LUNCH & REST PERIODS

Section 9.1

Lunch Periods: Except as otherwise determined by the Contract, each employee shall receive a thirty (30) minute lunch period during his regular shift. Lunch period will be from 12:00 o'clock P.M. until 12:30 o'clock P.M. The employee shall be available for emergency calls during said lunch period.

- a) Works employees will punch "In & Out" on the time clock during lunch periods.
- b) Officers taking a lunch period during a portion of their workday shift will report "In & Out" by radio to the Dispatcher.

Section 9.2

Break Periods:

- a) All Public Works Department employees scheduled to work that day shall be entitled to one fifteen (15) minute workbreak during the first (morning) shift. Breaks may not be taken sooner than two (2) hours after the start of a shift nor later than two (2) hours before the end of a shift. In addition, breaks may not be used to leave early or to extend or prolong a lunch period. Employees will be expected to take breaks in the shop or at the job site.
- b) All Police Officers during their duty day shall receive two (2) fifteen (15) minute break periods. These break periods when taken must be reported "In and Out" to the Police Dispatch radio operator who shall properly log this transmission.

Section 9.3

An employee who is called to work one hour before or works one and one-half hours beyond his normal eight (8) hour workday schedule and misses a meal thereby shall be entitled to a meal, of reasonable expense, furnished or paid for by the Employer. The overtime meal shall be eaten on the Employer's time only when employees continue to work after a meal is eaten.

ARTICLE 10  
OVERTIME AND COURT APPEARANCE

Section 10.1

Overtime: All regular and full-time Public Works employees shall be paid at the time and one-half (1 1/2) rate for hours actually

worked in excess of the schedule, and holiday time shall be counted as time worked in computing the workweek. Overtime shall be paid for actual time worked in excess of schedule as set forth in Article 11.

#### Section 10.2

- a) When an employee is scheduled for emergency work on Saturdays or Sundays, he will be paid at the rate of one and one-half (1 1/2) times his base wage. In addition, if the emergency requires less than two (2) hours of work to abate, the employee is guaranteed a minimum of two (2) hours of time at the existing rate.
- b) Police Officers being recalled to duty at the discretion of the Police Chief on an off-duty day or during off hours will be guaranteed a minimum of two hours. When a Police Officer is recalled to duty and works in excess of 80 hours in any two week period, said Police Officer shall be paid at the rate of one and one-half (1 1/2) times the Officer's base hourly rate. The minimum two hour call-back provision will also apply to these hours.
- c) Public Works Director will assign rotating weekend schedules to perform necessary weekend tasks at the overtime rate of one and one-half (1 1/2) times the Public Works employee's base hourly rate. Employees can mutually agree to trade days.

#### Section 10.3

Court Leave: Employees will be called upon to be available for depositions, a pre-trial conference or a Court appearance in connection with criminal matters where they may be involved as the arresting officer or as a material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the employee. An employee required to appear for Court time during off-duty hours shall be paid for all time spent. If an employee shows up for Court, and he is off duty, and court has been canceled, the City will pay two (2) hours or all time spent at time and one-half (1 1/2) plus mileage. In case an employee is subpoenaed in a job-related civil case, he shall not lose any pay as a result thereof.

#### Section 10.4

Overtime may be compensated at one and one-half (1 1/2) times the employee's hourly rate or a choice of compensated time off at the same rate, one and one-half (1 1/2), provided that C.O.T. is taken within thirty (30) days of the earned day or days by mutual agreement of the employee and Employer. Any C.O.T. not taken by the employee within thirty (30) days of the earned day or days,

will not be lost, and the employee shall be entitled to receive compensation for that time.

ARTICLE 11  
WORKWEEK

Section 11.1

- (a) Normal Workweek: The Public Works (Seasonal) employee shall work as scheduled by the Employer, and the Employer shall make every verifiable effort to provide and first offer work to the Public Works (Seasonal) employee when it becomes available. These provisions shall not be construed as a guarantee by the Employer of any amount of work in a workweek or a workday or as a limitation on the hours of work in any workweek or workday and shall not prohibit the City from hiring or utilizing temporary employees, supervisors or any other persons to perform such work after said work has been verifiably offered to the Public Works (Seasonal) employee.
- (b) Snow Removal Workday: These workdays shall begin at a time scheduled by the employer on an as-needed basis depending upon snow accumulations. The employee shall work an (8) hour shift commencing at a time designated by the Employer with the overtime provisions as defined in Paragraph 10.1 applying to hours actually worked in excess of the scheduled shift. The employee shall receive break times and lunch times as defined in Paragraphs 9.1 and 9.2 as assigned by the employer. The employee, while removing snow, shall not work more than 12 hours during any 24 hour period.
- (c) The workweek for full-time Police Officers is a rotating schedule of three (3) days on-duty followed by three (3) days off-duty. Each working day consists of a ten (10) hour "On-Street-In-Car" shift. The balance of each day is on-call for the Officers. Officers on call must respond to assignment from the Police Dispatcher and will be compensated for call as prescribed in Article 10.2(b) for all time spent on recall status.
- (d) The normal workweek for Police Officers is from 7:00 o'clock A.M. Sunday through 6:59 o'clock A.M. on the following Sunday. The normal workweek for the part-time police officer is from 7:00 o'clock A.M. Sunday through 6:59 o'clock A.M. on the following Sunday.

- (e) Public Works employees shall not be required to work split shifts except in the case of emergencies.
- (f) Police Officers' on-call time shall be scheduled on the Officer's duty day consistent with Paragraph 11.1(c) of this agreement.
- (g) A permanent part-time employee is an employee who works on a normal basis 52 weeks a year, at least 24 hours per week or more as a part-time employee.
- (h) There will be no Reserve Officers or volunteers utilized until all Police Officers in the bargaining unit are working their eighty-two (82) hours in a two (2) week period.

The work schedule shall be posted monthly. The schedule shall be posted not later than the middle of the preceding month. The work schedule shall provide that all holidays are equally shared between all members of the police department. Said schedule may be modified by the City in the event of exigent circumstances giving as much advance notice to employees as is reasonably necessary.

Police Officers shall be guaranteed eighty-two (82) hours of work or pay each two (2) weeks.

All employees shall punch in at the beginning of their shift and out at the end of their shift. In the event an emergency precludes usage of the time clock, time shall be computed by duty and sheriff's radio logs.

## ARTICLE 12 HOLIDAYS

### Section 12.1

The Employer will pay each of its full-time employees based on the average number of hours per day of the scheduled workweek in 11.1 of the Agreement for the following holidays:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	One personal day

In addition, a 1/2 day (4 hours) on the afternoon prior to Christmas and a 1/2 day (4 hours) on the afternoon prior to New Year's Day will also be eligible for holiday pay.

Personal days must be by advanced notice to the Supervisor by the previous day. The personal day may be taken in one-half (1/2) day increments.

A Police Officers workday for purposes of the benefits provided in this Section shall consist of a ten (10) hour workday and a one-half (1/2) day shall consist of five (5) hours.

Section 12.2

Police Officers shall observe holidays on the day they actually fall. Public Works employees shall observe holidays as follows:

If a holiday falls on Saturday, the holiday will be observed on the preceding Friday. If a holiday falls on Sunday, the holiday will be observed on the following Monday.

Section 12.3

When a holiday falls during an employee's scheduled vacation, he will be entitled to one more day of vacation.

Section 12.4

When an employee is scheduled to work or is called in to work on a holiday, he shall be paid at his normal base rate for the hours worked in addition to his holiday pay.

- (a) When the part-time Police Officer is scheduled to work or is called into work on a holiday, he shall be paid at his normal base rate for the hours worked in addition to holiday pay.

Section 12.5

Any of the holidays set forth in Section 12.1 above will be subject to the following condition:

- a) The employee has worked thirty (30) calendar days.

Section 12.6

The Public Works (Seasonal) employee shall be entitled to the holiday benefits described in Article 12 for only those holidays that occur during his scheduled work period.

Section 12.7

The permanent part-time employee shall be entitled to the holiday benefits described in Article 12 for only those holidays that occur during his/her normally scheduled work period.



ARTICLE 13  
UNIFORM AND EQUIPMENT MAINTENANCE

Section 13.1

The City will furnish all necessary equipment to the Works employees. Any damage to or loss of this equipment as a result of the employee's neglect will be repaired or replaced at the employee's expense. Expenses for clothing damaged during the line of duty may be reimbursed to the employee upon approval of the Personnel Committee.

Section 13.2

Any safety equipment as determined by the City to be necessary for the performance of the job shall be furnished by the Employer at no cost to the employee.

Section 13.3

The City will furnish the Police Department employees with all necessary uniforms and equipment as per Appendix A. Any damage to uniforms or equipment resulting from any covered Officer's neglect will be repaired or replaced at the Officer's expense. Regulation uniforms shall be worn while on duty. Any damage to the uniforms or equipment which occurs in the line of duty will be replaced by the City at the City's costs and not from the police officer's uniform allowance.

Section 13.4

All safety equipment as determined by the City to be necessary for the performance of the job shall be furnished by the Employer at no cost to the employee.

Section 13.5

Upon termination of employment, uniforms and equipment furnished by the City (except shoes) will be returned to the City.

Section 13.6

Each officer shall be provided a supply of fifty (50) rounds of ammunition for marksmanship qualification every six (6) months. Additional rounds may be drawn for good cause shown.

Section 13.7

A twelve (12) gauge shotgun shall be provided in the police vehicle, and five (5) rounds of ammunition shall be available to each officer every six (6) months.

Section 13.8

Police vehicles furnished by the Employer shall be maintained by the Employer in good working condition and in accordance with reasonable safety standards.

ARTICLE 14  
INSURANCE - HEALTH AND LIFE

Section 14.1

The Employer shall pay the full cost of a full-time employee's premium for a hospital and medical care insurance policy comparable to or better than the policy in existence.

Section 14.2

For employees who elect to cover their dependents, the employee will pay Twenty-Five Dollars (\$25.00) per month for the cost of the dependents' basic hospital and major/medical expense, and the Employer will pay the remainder of the monthly premium.

Section 14.3

It is agreed that the Employer may change insurance carriers during the term of the Agreement. This change shall not reduce benefits from the level of the current policy but shall provide benefits of a like or similar nature, except that the deductible under the policy shall become Two Hundred Dollars (\$200.00) and shall be the responsibility of the employee. The Union shall be notified prior to any carrier change.

Section 14.4

The Employer shall pay the full cost of the premium for an individual single hospital and medical care insurance policy for a seasonal employee which policy shall be comparable to or better than the policy in existence. The Employer's payment for such coverage shall be for each month during the term of this Agreement, whether said seasonal employee is working or is laid off. The employee has the option of having the City either pay the monthly premium or to receive the amount of the monthly payment in lieu thereof. For seasonal employees who elect to cover their dependents, the employee in that instance will be responsible for paying all of the costs of the dependents' basic hospital and major/medical expense.

Section 14.5

The Employer shall pay a prorated portion of the full cost of a permanent part-time employee's premium for a hospital and medical care insurance policy comparable to or better than the policy in existence. If a permanent part-time employee elects to cover his or her dependents, the permanent part-time employee will pay their prorated share of the total monthly cost for the dependent's basic hospital and major/medical expense, and the employer will pay the remainder of that monthly premium. The fraction to be used for such proration shall be determined by the ratio of the total hours annually worked to 2080 hours. This ration shall then be applied to the monthly costs for the health insurance coverages provided.

ARTICLE 15  
SICK LEAVE

Section 15.1

All full-time employees shall accrue sick leave at the rate of one (1) day (eight (8) hours) per month. Sick leave will accrue up to a maximum of ninety (90) days.

Full-time seasonal employees shall receive one (1) day per month sick leave during the months he actually works. Actually works shall be defined as working at least ten (10) days in the month. No sick leave shall be accrued while on lay-off status.

Part-time Police Officers shall accumulate sick leave at the rate of five (5) hours per month.

Permanent part-time employees shall accrue sick leave on a prorated basis. The fraction to be used for such proration shall be determined by the ratio of the total hours annually worked to 2080 hours. This ratio shall be applied to the sick leave available to that employee. An example for a 24 hour per week, 52 week a year part-time employee would be as follows: accrued sick leave at 4 hours and 45 minutes per month. Sick leave will accrue up to a maximum of 54 days for that particular permanent part-time employee. If the permanent part-time employee works additional hours, the proration will adjust according to the ratio described herein.

Section 15.2

- (a) Sick leave shall be considered as additional insurance and shall not be considered as a vested right and may not be used at the employee's discretion but shall be allowed only in the case of actual illness or disability of the employee, or the employee's spouse or minor child/children residing with the employee as specified hereinafter. Sick leave shall start with the first day of an accident or illness.
- (b) Sick leave with pay may also be used by the employee to provide care for a serious health condition or the emergency medical care of the employee's spouse or minor child/children residing with the employee.
- (c) The public employer may require certification from a physician verifying the serious health condition or nature of the medical emergency of the employee's spouse or minor child/children.

Section 15.3

Sick leave is in no way to be construed as additional vacation.

Section 15.4

An employee using sick leave must remain at home, be present in a medical office or medical institution or otherwise following a prescribed course of treatment. The City reserves the right to visit any employee any time while on sick leave or out sick. The City may request a certificate from the employee's medical doctor indicating the nature of an employee's illness or injury and the duration of confinement when an employee has used one or more days of sick leave before allowing the employee to return to work. In all instances, the burden of proof for use of sick leave rests with the employee.

Section 15.5

The granting of sick leave is subject to the following conditions:

- (a) Employees shall be allowed to use accumulated sick days after the termination of Worker's Compensation benefits.
- (b) Sick leave benefits will not be available for any employee for injuries sustained by such employee while engaged in or employed by an unapproved business other than the Employer.
- (c) If an employee retires at age 60 or older or separates for medical disability, he will be paid his sick leave credit at 100%. In the event of an employee's death, payment for his accumulated sick leave credit will be made to the surviving spouse or to the estate of the employee.
- (d) Should an employee resign, affording the City two (2) weeks notice, he shall be paid fifty percent (50%) of his sick leave credit. In the event of an employee's death, payment for his accumulated sick leave credit will be made to the surviving spouse or to the estate of the employee.
- (e) If an employee is terminated for cause or if he quits without giving two (2) weeks advance notice, he forfeits his accumulated sick leave credit.
- (f) Sick leave may be taken in one-half (1/2) day increments.

ARTICLE 16  
VACATIONS

Section 16.1

All full-time regular employees covered by this Agreement shall be entitled to vacation each year in accordance with the following:

1 year of employment	5 days
2 years of employment	10 days
8 years of employment	15 days
15 years of employment	20 days
20 years of employment	25 days

A Police Officer's workday for purposes of the benefits provided in this Section shall consist of a ten (10) hour workday, and a one-half (1/2) day shall consist of five (5) hours.

All permanent part-time employees covered by this Agreement shall be entitled to vacation each year on a prorated basis. The fraction to be used for such proration shall be determined by the ratio of the total hours annually worked to 2080 hours. This ratio shall be applied to the sick leave available to that employee. An example for a 24 hour per week, 52 week a year part-time employee would be as follows:

1 year of employment	3 days
2 years of employment	6 days
8 years of employment	9 days
15 years of employment	12 days
20 years of employment	15 days

If the permanent part-time employee works additional hours, the proration will adjust according to the ratio described herein.

Section 16.2

Vacation year shall be from the employee's anniversary date through the following anniversary date.

Section 16.3

Employees who have been on military leave of absence shall be given seniority credit for vacation length determination purposes for the full calendar year in which they return to active employment.

Section 16.4

If an employee has been employed for a period of more than twelve (12) months, payment for vacation days earned will be paid upon retirement and upon resignation with two (2) weeks notice. In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee.

Section 16.5

An employee shall not be entitled to vacation pay in lieu of vacation except as provided in Section 16.4 of this Agreement.

Section 16.6

The schedule for vacation dates for any calendar year will be from January 1 to December 31. Employees shall take their vacation within one year after it has been earned. There shall be no carryover of vacation from one year to the next.

Section 16.7

Priority for vacation time shall be determined on the basis of who makes the vacation request for a particular time first. However, if two or more requests are filed on the same day, priority shall be given on the basis of seniority.

Section 16.8

Employees shall give the Employer at least thirty (30) days written notice of vacation scheduling. Said written notice shall be given to the Public Works Supervisor who shall notify the employee of his/her decision regarding the employee's request within seven (7) days of such written notification.

Section 16.9

One (1) week (five (5) days) of vacation may be split into one-half (1/2) day segments off. It is understood that as much notice as is possible should be given to the Employer.

Section 16.10

A Public Works (Seasonal) employee shall earn vacation each year in accordance with the following:

1 year of employment	1 day for every 416 hours worked
2 years of employment	1 day for every 208 hours worked
8 years of employment	1 day for every 139 hours worked
15 years of employment	1 day for every 104 hours worked
20 years of employment	1 day for every 83 hours worked

The earned vacation of said employee shall be subject to all of the provisions concerning vacation as set out in this Section for full-time employees including the provisions of Article 16.

ARTICLE 17  
FUNERAL LEAVE

Section 17.1

Three (3) days funeral leave with pay will be granted a regular employee upon the death of a member of the employee's immediate family. Immediate family is defined as spouse, child, father, mother, brother, sister, stepchildren, father-in-law or mother-in-law.

Section 17.2

An employee who serves on an honor guard or as a pallbearer as a representative of the City of Lansing Fire Department or Police Department shall be compensated at his regular rate of pay for the time actually expended.

ARTICLE 18  
RETIREMENT

Section 18.1

Contributions from the employee and the Employer for benefits provided by the Iowa Public Employees Retirement System shall be as determined by law.

ARTICLE 19  
MILITARY LEAVE

Section 19.1

All regular employees who are inducted into or enlist in the military service of the United States during a National Emergency including National Guard or reserves shall be given leave of absence for the time spent in the service providing that within ninety (90) days upon release from such military service, he reports for duty at his old job at the prevailing rate of pay for the class and job code. While absent, increases shall be given as if no absence existed. Department seniority is maintained and longevity accrued.

Section 19.2

According to Section 29A.28 of the Iowa Code, each regular employee shall be entitled to receive regular pay from the City during the first thirty (30) calendar days of such military leave.

Section 19.3

Employees who are members of the National Guard or other Armed Forces Reserve units will be guaranteed one hundred percent (100%) of their straight time pay while attending summer camp training. In meeting this 100% pay level, the amount the Employer pays shall be reduced by the amount the employee receives from his Reserve Unit. Employees who are scheduled by the Employer to work and are also scheduled to attend Reserve weekend training will not be compensated for this time lost.

ARTICLE 20  
TRAINING

Section 20.1

Employees who are scheduled by the City to attend a seminar, a training class, a workshop or school for the mutual benefit of the employee and the Employer will not suffer any loss in their

normal workweek for the time necessary for such attendance. The employee shall receive pay at his/her normal rate of pay for time spent traveling to and from such scheduled assignments. Employees will be reimbursed for mileage to and from their training locations when their personal vehicles are used for transportation. If more than one employee is riding in the vehicle, only the driver will be reimbursed. In the event housing, meals and training materials are required and are not furnished by the Employer, employees will also be reimbursed for those out-of-pocket expenses incurred for those items, provided they are reasonable and verifying receipts are presented to the Employer attached to the payment claim.

#### Section 20.2

In the event a vacancy would occur in the Police Department, recruiting will be directed at, but not limited to, hiring personnel who are currently certified by the Iowa Law Enforcement Academy or who possess acceptable equivalent qualification from another State Academy or educational institution.

#### Section 20.3

When new employees are attending any required and extended training course, they will be reasonably reimbursed by the City for transportation (gas & oil) and other expenses.

### ARTICLE 21 FALSE ARREST LAWSUITS

#### Section 21.1

The Employer agrees that it will defend any of its employees as provided in Section 613.A(8) of the Code of Iowa as amended thereafter.

### ARTICLE 22 BULLETIN BOARD

#### Section 22.1

The Employer shall furnish a bulletin board or a definite portion of an established bulletin board to be set aside and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business.

### ARTICLE 23 NONDISCRIMINATION

#### Section 23.1

The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, promotion, terms or conditions of employment because of such individual's race, creed, color, sex, national origin, ancestry, religion,



age, union affiliation or nonaffiliation or disability; nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities qualified for the particular position involved.

Section 23.2

Whenever this Agreement refers to the male gender, it shall include the female gender.

ARTICLE 24  
SENIORITY

Section 24.1

- a) Public Works: A probationary period of three (3) calendar months shall be required for full-time or seasonal employees. The three (3) calendar months probationary period covers only performance and job related qualifications. All fringe benefits are granted to full-time employees after three (3) calendar months of continuous employment as a full-time employee with the exception of holiday pay which is covered in Article 12.5.
- b) Police: A probationary period of six (6) calendar months shall be required for full-time and part-time Police Officers. The six (6) calendar months probationary period covers only performance and job-related qualifications. All fringe benefits are granted to full-time Officers after three (3) calendar months of continuous employment as a full-time employee with the exception of Holiday pay which is covered in Article 12.5.

Section 24.2

In the event it becomes necessary to reduce the Department work force, seniority will be followed for those positions coming under this Agreement. When recalling employees, they shall be recalled according to seniority.

- a) In the event of a layoff, an employee so laid off shall be given ten (10) days notice of recall. To be eligible for recall, an employee who is contemplating leaving the vicinity of Lansing, Iowa, for an indeterminate period of time must notify his supervisor of his forwarding address and telephone number, if known. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he

shall be terminated and lose all seniority rights under this Agreement.

- b) All employees on layoff status shall retain their seniority for a period of six (6) months.
- c) Laid-off employees may be subject to temporary emergency recall, and they must respond promptly to abate the emergency. If they fail to respond in that manner, the Employer may fill the emergency job requirement in any manner the Employer deems appropriate.

## ARTICLE 25 SAFETY

### Section 25.1

The Employer shall comply with all safety regulations as set out by the Department of Labor (OSHA), both State and Federal, regarding safety and health. In no event shall female prisoners be transported without a matron. The City's Police vehicle shall be equipped with a vehicle security cage.

## ARTICLE 26 RIGHTS OF THE EMPLOYEE

### Section 26.1

If a member of the Police Department is required to be questioned concerning an alleged internal affairs violation, the questioning will be done at a reasonable hour and whenever possible during the duty tour of the member unless the importance of the investigation dictates otherwise. The member shall have the right, if he so chooses, to have a steward present as a silent witness during any and all questioning.

### Section 26.2

All officers being interrogated as a suspect in a criminal investigation shall have all of the rights guaranteed to all citizens under the Constitution of the United States of America, the Constitution of the State of Iowa and Iowa statutes.

### Section 26.3

No employee shall be compelled to submit to an examination or questioning by polygraph, and any refusal to take such examination shall not be cause for disciplinary action or dismissal.

ARTICLE 27  
GRIEVANCE PROCEDURE AND ARBITRATION

Section 27.1

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure.

Section 27.2

Grievance Steps:

Step 1. An employee shall discuss a complaint or problem orally with his immediate supervisor or his designated representative within five (5) working days following its occurrence in an effort to resolve the problem in an informal manner.

Step 2. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union may present grievance in writing to the employee's immediate supervisor within the employee's ten (10) working days following the oral discussion. Within the employee's ten (10) working days after this Step 2 meeting, the supervisor shall answer the grievance in writing.

Step 3. If the supervisor's answer fails to resolve the grievance, the Union and/or the aggrieved employee may, within ten (10) working days, present the grievance in writing to the City. The City shall within ten (10) employee working days meet and discuss the grievance with the aggrieved employee and/or the Union and then reply in writing within ten (10) employee working days.

Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within five (5) City business days after the date of the City's answer given in Step 3.

No award may be made retroactive more than thirty (30) days beyond the date on which the grievance was first presented in written form as provided in Step 2 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. A grievance not timely answered by the Employer will be deemed to be settled on the basis of the grievance.

Section 27.3

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10)

business days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a list of five (5) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list.

Section 27.4

After each party has eliminated the names of two (2) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

Section 27.5

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties. All grievance procedures under this Article are to be held in private and are not open to the public.

ARTICLE 28  
SAVINGS CLAUSE

Section 28.1

If any Article of this Agreement or any addition thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be enjoined or restrained by such tribunal, the remainder of this Agreement and amendments thereto shall not be affected thereby, and the parties thereto shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 29  
DISCIPLINE

Section 29.1

The City will discipline for cause only. Discipline will be one or more of the following forms:

- (a) Oral reprimand
- (b) Written reprimand
- (c) Suspension
- (d) Demotion, or
- (e) Discharge.

Section 29.2

Notices of suspension, demotion and/or dismissal shall be in written form. Suspension or discharge may occur on the first offense depending on the circumstances.

Section 29.3

Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Such signature does not imply an admission of guilt. The employee will receive a copy of such reprimand and/or notices.

Section 29.4

An employee who is the subject of an investigation that may result in disciplinary action to that employee may have a steward or a member of the Union present during the questioning. It will be the responsibility of the employee to make a request for a representative present during the questioning. Questioning will be conducted at reasonable times.

Section 29.5

Employees may not be suspended without pay for more than thirty (30) days in any calendar year.

Section 29.6

To the extent permitted by law, personnel files will be considered "confidential". Access to members' personnel files kept in the City Clerk's Office will be controlled on the basis of legitimate "Need to Know". Access of the personnel files will be limited to personnel in the City Clerk's Office. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the City Clerk.

Section 29.7

- a) Disciplinary notices (a) and (b) under 29.1 will expire after six (6) months.
- b) Disciplinary notices (c) and (d) under 29.1 will expire after nine (9) months.

ARTICLE 30  
RULES AND POLICIES

Section 30.1

Any new work rules or policies will be provided to the Union prior to being implemented. The Union will have thirty (30) days in which to review and appeal any new work rules. Any such appeal shall be to the City Council and specified in writing. These rules will not be unreasonable in nature, and if there are any instances where policies conflict with this Agreement, this Agreement prevails.

ARTICLE 31  
GENERAL CONDITIONS

Section 31.1

This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

ARTICLE 32  
TERM AND EFFECTIVE DATE

Section 32.1

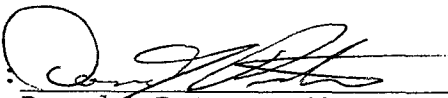
This Agreement shall be effective July 1, 2006, and shall continue through June 30, 2009.

Section 32.2


The terms and conditions of this Agreement shall continue from year to year after June 30, 2009, unless either party shall cause a written notice to be served on the other party by September 15, 2008, or by September 15th of any contract year thereafter seeking modification in the then current Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 19 day of June, 2006.

CITY OF LANSING

By:   
Donald Peters, Mayor

ATTEST:

By:   
Carolyn M. Kukes, City Clerk

CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 238, Affiliated with  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

By:   
Secretary-Treasurer/Business Repr.

By:   
Business Representative

APPENDIX A

Items of Clothing and Equipment

POLICE:

Hat and cap	1 each
Vest (body armor)	1 each
Shirt (long sleeve)	3 each
Shirt (short sleeve)	3 each
Trousers	3 each
Parka - 3/4 length winter	1 each
Ties	2 each
Shoes or boots (initial issue and replacements no sooner than 2 years)	1 pair
Belt - trousers (velcro)	1 each
Belt - basket weave outside (velcro)	1 each
Loader - loop or speed	1 each
Holster - high ride	1 each
Key flap and holder	1 each
Case cuff	1 each
Name plate	1 each
Firearm (duty weapon)	1 each
Mace with holder	1 each
Baton with holder (24)	1 each
Rain gear (coat/boots)	
Brass, badge, patches	as required
Gloves	1 pair
Riot helmet	1 each

The bullet proof vest (body armor) shall be replaced periodically by the City as recommended by the manufacturer. The replacements shall be at City expense.